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*Attorneys for Plaintiff Hanover Insurance
Company*

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEVADA**

Hanover Insurance Company, a New
Hampshire corporation,

Plaintiff,

vs.

Thomas Contracting & Development, LLC,
dba TCD Construction, a Nevada limited
liability company; Thomas Devlin, Does 1
through 100; and Roe Corporations 1
through 100, inclusive,

Defendants.

No. 2:18-cv-02279-MMD-CWH

**STIPULATION FOR DISMISSAL OF
PLAINTIFF HANOVER
INSURANCE COMPANY'S
COMPLAINT WITHOUT
PREJUDICE**

Plaintiff Hanover Insurance Company ("Hanover") and Defendants Thomas Contracting & Development, LLC, dba TCD Construction and Thomas Devlin ("Defendants"), through their respective undersigned counsel and under Fed.R.Civ.P. 41(a)(2) hereby stipulate and request that the Court enter an order dismissing Hanover's Complaint against Defendants without prejudice, but nonetheless retaining jurisdiction to enforce the terms of the parties' October 28, 2020 Settlement Agreement ("Settlement Agreement") in the event of any default by Defendants.

1 Dated this 13th day of November 2020.

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3 THE MEAD LAW GROUP, LLP

JENNINGS, STROUSS & SALMON,
P.L.C.

4 s/ Sarah M. Thomas (with permission)

s/ Patrick F. Welch

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10 *Attorneys for Defendants Thomas*
11 *Contracting & Development, LLC,*
dba TCD Construction and Thomas
12 *Devlin*

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15 *Attorneys for Plaintiff*

16 *Hanover Insurance Company*

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19 **CERTIFICATE OF SERVICE**



21 I hereby certify that on November 13, 2020, I caused to be served a true and
22 correct copy of the foregoing Stipulation and Order of Dismissal with
23 Complaint without Prejudice by the Court's CM/ECF Program.

24 By /s/ Bonnie M. Simpson, Legal Assistant

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Defendants.

No. 2:18-cv-02279-MMD-CWH

**ORDER GRANTING STIPULATION
TO DISMISS PLAINTIFF
HANOVER INSURANCE
COMPANY'S COMPLAINT
WITHOUT PREJUDICE**

Pursuant to the Stipulation for Dismissal Without Prejudice submitted by the
Parties and good cause appearing therefore,

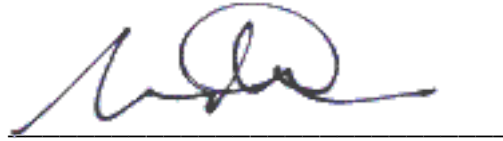
IT IS HEREBY ORDERED that the Stipulation for Dismissal Without Prejudice
is GRANTED. Plaintiff Hanover Insurance Company's Complaint and all counts,
claims and causes of action asserted therein, is dismissed without prejudice; and

IT IS FURTHER ORDERED that this Court shall retain jurisdiction to enforce
the terms of the Parties' October 28, 2020 Settlement Agreement ("Settlement

1 Agreement”) in the event of any default by Defendants Thomas Contracting &
2 Development, LLC dba TCD Construction and Thomas Devlin under the terms of the
3 Settlement Agreement.

4 DATED this 16th day of November, 2020.

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A handwritten signature in blue ink, consisting of a stylized 'N' followed by a circular flourish and a horizontal line extending to the right.

DISTRICT COURT JUDGE